

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture (Farm Service
Agency)

Plaintiff

v.

BERNARDO TORRES AGUILO a/k/a
BERNARDO TORRES VELEZ

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture (Farm Service Agency)- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture (Farm Service Agency), which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1)

promissory note that affect the property described further below.

3. Said promissory note is for the amount of **\$300,000.00**, with annual interest of 3.75%, subscribed on May 10, 1999. See *Exhibit 1*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 48. See *Exhibit 2*
5. According to the Property Registry, defendant BERNARDO TORRES AGUILO a/k/a BERNARDO TORRES VELEZ appears as owner of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RUSTICA: Predio de terreno compuesto de ochenta y uno punto trescientos ochenta y ocho cuerdas (81.388 cds.), equivalentes a treinta y una (31) hectáreas, noventa y ocho (98) áreas y ochenta y siete (87) centiáreas, sita en el barrio Rancheras del término municipal de Yauco, Puerto Rico, en lindes por el NORTE, con Pascasio Lugo y Miguel Angel Lugo y con el Río Grande de Yauco, que separa terrenos de José Joy; por el SUR, con la Parcela número Dos (2) de Gregorio García y con una quebrada que separa terrenos de Providencia Ramos Cintrón y terrenos de Angel Ruíz; por el ESTE, con terrenos de Gregorio García y con una quebrada que separa terrenos de Providencia Ramos Cintrón y terrenos de Angel Ruíz; y por el OESTE, con terrenos de Domingo Pacheco, Juana Rodríguez, Abelardo Millán, José Muñoz y una quebrada

que separa terrenos de Pascasio Lugo. Esta finca está cruzada por un camino público cuya área ha sido descontada del área general. Contiene y le es anexa una casa de vivienda de hormigón y bloques de cemento, techada de zinc con medio balcón al frente. Mide veintidós pies de frente por veintiocho pies de fondo.

Property 4,321, recorded at page 23 of volume 410 of Yauco, Property Registry of Ponce, Puerto Rico, Section II.

See Title Search attached as Exhibit 3

6. The title search attached to this complaint confirms the registration of the mortgage lien that secure the loan obligation between the plaintiff and the defendants. See *Exhibit 3*
7. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
8. The defendant herein has failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness of defendant due and payable, defendant owes to the plaintiff, according to the Certification of

Indebtedness included herein as *Exhibit 4*, the following amounts:

a) On the \$300,000.00 Note:

- 1) The sum of \$300,000.00, of principal;
- 2) The sum of \$221,009.93, of interest accrued as of March 4, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$30.8219;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

9. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
10. Codefendant BERNARDO TORRES AGUILO a/k/a BERNARDO TORRES VELEZ is not presently active in the military service for the United States. See *Exhibit 5*

VERIFICATION

I, EDGAR MALDONADO MEDERO, of legal age, single, executive and resident of Toa Alta, Puerto Rico, in my capacity as Farm Loan Chief of the United States Department of Agriculture (Farm Service Agency), San Juan, Puerto Rico, under the penalty of perjury, as

permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 16th day of April, 2019.



EDGAR MALDONADO MEDERO

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the United States the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 22 day of April , 2019.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
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EXHIBIT

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USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name BERNARDO TORRES VELEZ C/P BERNARDO TORRES AGUILLO		KIND OF LOAN Type: <u>EM</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource <u>M-3130</u> Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State PUERTO RICO	County PONCE	
Case No. 63-016-581-31-0693	Date MAY 10, 1999	
Fund Code 43	Loan No. 02	
		ACTION REQUIRING NOTE <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO

or at such other place as the Government may later designate in writing, the principal sum of

THREE HUNDRED THOUSANDS dollars

(\$ 300,000.00), plus interest on the unpaid principal balance at the RATE of

THREE AND THREE QUARTERS percent (03.7500%) per annum and

dollars (\$) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 16 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>925.00</u>	on <u>01/01/00</u>	;	\$ <u>26,514.00</u>	on <u>01/01/01</u>
\$ <u>N/A</u>	on <u>---</u>	;	\$ <u>N/A</u>	on <u>---</u>
\$ <u>N/A</u>	on <u>---</u>	;	\$ <u>N/A</u>	on <u>---</u>
\$ <u>N/A</u>	on <u>---</u>	;	\$ <u>N/A</u>	on <u>---</u>
\$ <u>N/A</u>	on <u>---</u>	;	\$ <u>N/A</u>	on <u>---</u>
\$ <u>N/A</u>	on <u>---</u>	;	\$ <u>N/A</u>	on <u>---</u>

and \$ 26,514.00 thereafter on 01/01 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 15 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

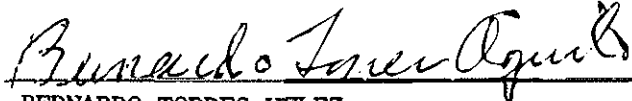
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


 BERNARDO TORRES VELEZ (Borrower)
 C/P BERNARDO TORRES AGUILO

P.O. BOX 616

YAUCO, PR 00698

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 300,000.00	05/99	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 300,000.00	

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EXHIBIT

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-----NUMERO CUARENTA Y OCHO-----
-----NUMBER FORTY EIGHT-----

-----HIPOTECA VOLUNTARIA-----
-----VOLUNTARY MORTGAGE-----

En Yauco, Puerto Rico, a los Diez (10)-----días del mes
In Yauco, Puerto Rico, at Ten (10)-----days of the
de Mayo de mil novecientos noventa y nueve.-----
month of May of nineteen hundred and ninety nine.-----

-----ANTE MI-----
-----BEFORE ME-----

-----IGNACIO PINTADO PINTADO, Notario Número Cuatro Seis-----
-----IGNACIO PINTADO PINTADO, Notary Number Five Six-----
-----Cinco Siete (4657),-----
-----Five Seven (4657),-----
-----Abogado y Notario Público de la Isla de Puerto Rico con residencia en Yauco,-----
-----Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco,-----

Puerto Rico -----y oficina en Yauco, Puerto Rico.-----
Puerto Rico -----and office in Yauco,-----Puerto Rico.-----

-----COMPARECEN-----
-----APPEAR-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.-----
appear from said paragraph.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.-----
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration-----

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.-----
voluntary mortgage.-----

-----EXPONEN-----
-----WITNESSETH:-----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----
hereinafter referred to as "the property".-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgage, is subject to the liens-----

se especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-
of America, acting through the Farmers Home Administration,-----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with-----

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.
estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended-----

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----

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quiera otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagee-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.-----
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.-----
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deud.

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE

por ciento (3.75%)
per cent (3.75%)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
tions and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará interés. a razón
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagor.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage.-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no releva al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes: no cometerá ni per-
necessary repairs for the conservation of the property: he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes: ni removerá ni demolerá
permit to be committed any deterioration of the property: he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use;

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----
for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee.-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.-----
in what ever order and manner mortgagee may determine.-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones neces-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

sarias en la agencia cooperativa en relación con dicho préstamo.-----
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared or -----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acrees
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----

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derechos de los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditos, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos) to foreclose this mortgage in accordance with law and the provisions hereof: (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley. request the protection of the law,-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado. attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereon, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré u en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement: (two)-----

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca.
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordination, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravamen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.
hereinafter,

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee

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el importe de cualquier sentencia obtenida por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de TRESCIENTOS MIL DOLARES (\$300,000.00).
of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos;
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré.
should assign this mortgage without insurance of the note

TRESCIENTOS MIL DOLARES (\$300,000.00)
THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated therein at the rate of

Tres punto Setenta y Cinco por ciento (3.75% anual);
Three point Seventy Five per cent (3.75% per annum)

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:-----

(A) TRESCIENTOS MIL -----
(A) THREE HUNDRED THOUSAND -----

----- DOLARES (\$ 300,000.00) -----
----- DOLLARS (\$ 300,000.00) -----

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO;
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----
Three:-----

(B) CUATROCIENTOS CINCUENTA MIL -----
(B) FOUR HUNDRED FIFTY THOUSAND -----

----- DOLARES (\$450,000.00) -----
----- DOLLARS (\$450,000.00) -----

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.
sustain under its insurance of payment of the note:-----

Tres. En cualquier caso y en todo tiempo:
Three. In any event and at all times whatsoever:-----

(A) CIENTO VEINTE MIL DOLARES -----
(A) ONE HUNDRED TWENTY THOUSAND DOLLARS -----

(\$ 120,000.00 -----) para intereses después de mora:-----
(\$ 120,000.00 -----) for default interest:-----

(B) SESENTA MIL DOLARES -----
(B) SIXTY THOUSAND DOLLARS -----

(\$ 60,000.00 -----) para contribuciones, seguro y otros adelantos para la con-
(\$ 60,000.00 -----) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero:-----
SIXTH, Three:-----

(C) TREINTA MIL DOLARES -----
(C) THIRTY THOUSAND DOLLARS -----

(\$ 30,000.00 -----) para costas, gastos y honorarios d. abogado en caso
(\$ 30,000.00 -----) for costs, expenses and attorney's fees in case-----

de ejecución:-----
of foreclosure:-----

(D) TREINTA MIL DOLARES -----
(D) THIRTY THOUSAND DOLLARS -----

(\$ 30,000.00 -----) para costas y gastos que incurriere el acreedor hipoteca-
(\$ 30,000.00 -----) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----
provided in paragraph (SIXTH, Thirteen,-----

ma FmHA 1927-1(S) PR
iv. 6-93)



DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue:-----
of this mortgage is (are) described as follows:-----

"Pagaré otorgado en el caso número Seis Tres guión Uno Seis guión-----
"Promissory note executed in case number Six Three dash One Six dash-----
Cinco Ocho Uno Tres Uno Cero Seis Nueve Tres-----
Five Eight One Three One Zero Six Nine Three-----
(63-16-581310693);----- fechado el día -----
(63-16-581310693);----- dated the -----

Diez (10)-----de Mayo ----- de mil novecientos-----
Ten (10)-----day of May ----- nineteen hundred and-----

noventa y nueve (1999),--por la suma de TRESCIENTOS MIL-----
ninety nine (1999),--in the amount of THREE HUNDRED THOUSAND-----

(\$300,000.00) -----dólares de principal más-----
DOLLARS (\$300,000.00) -----of principal plus-----

intereses sobre el balance del principal adeudado a razón del Tres punto-----
Interest over the unpaid balance at the rate of Three point-----

Setenta y Cinco -----{ --3.75%-----} por ciento anual.
Seventy Five -----{ --3.75%-----} percent per annum.

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments, -----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the -----

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entre debt herein evidenced, if not sooner paid, will be due-----

a los QUINCE (15) -----
and payable FIFTEEN (15) -----

años de la fecha de este pagaré,-----
years from the date of this promissory note -----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the -----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United -----

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act -----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the -----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE,-----
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which -----

constituye Hipoteca Voluntaria, se describe como sigue:-----
voluntary mortgage is constituted, is described as follows:-----

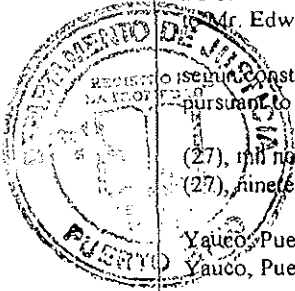


A) RUSTICA: Predio de terreno compuesto de OCHENTA Y UNO-----
PUNTO TRESCIENTOS OCHENTA Y OCHO CUERDAS (81.388 cds.),
equivalentes a Treinta y Una (31) hectáreas, Noventa y Ocho (98) áreas y---
Ochenta y Siete (87) centiáreas, sita en el Barrio Rancheras del término-----
municipal de Yauco, Puerto Rico, en lindes por el NORTE, con Pascasio---
Lugo y Miguel Angel Lugo y con el Rio Grande de Yauco, que separa-----
terrenos de José Joy, por el SUR, con la Parcela Número Dos (2) de-----
Gregorio García y con una Quebrada que separa terrenos de Providencia---
Ramos Cintrón y terrenos de Angel Ruiz; por el ESTE, con terrenos de-----
Gregorio García y con una quebrada que separa terrenos de Providencia---
Ramos Cintrón y terrenos de Angel Ruiz y por el OESTE, con terrenos de---
Domingo Pacheco, Juana Rodríguez, Abelardo Millán, José Muñoz y una---
quebrada que separa terrenos de Pascasio Lugo. Esta finca está cruzada por
un camino público cuya área ha sido descontada del área general. Contiene
y le es anexa una casa de vivienda de hormigón y bloques de cemento,-----
techada de zinc con medio balcón al frente. Mide Veintidós pies de frente--
por Veintiocho pies de fondo.-----

-----Inscrita al folio Doscientos Catorce (214), folio móvil, del tomo Ciento-
Diecinueve (119) de Yauco, Finca Número Cuatro Mil Trescientos-----
Veintiuno (4,321).-----

B) RUSTICA: Cuerpo de terreno dedicado a pasto y frutos menores sito en
el Barrio Susúa del término municipal de Sabana Grande, Puerto Rico, de---
una cabida de DIECISIETE CUERDAS CON CINCO MIL QUINIENTAS
VEINTICUATRO DIEZ MILESIMAS DE CUERDA (17.5524 CDS.),-----
equivalentes a SESENTA Y OCHO MIL NOVECIENTOS OCHENTA Y--
SIETE PUNTO SETENTA Y OCHO METROS CUADRADOS-----
(68,9987.78 M.C.), contiene una casa de madera y zinc y otra de iguales---
materiales para peones. Colinda por el NORTE, con terrenos de Augusta--
Castillo antes, luego de la Sucesión de J. Bautista Torre, hoy de Jesus-----
Armando Torre y de Félix González; por el SUR, con el camino vecinal que
conduce a Yauco, que separa terrenos de la Guánica Central antes, hoy-----
Carretera en construcción Número Trescientos Treinta y Dos (332) que---
separa terrenos de la Autoridad de Tierras de Puerto Rico y una franja de---
terreno por la cual discurre un canal de riego de la Autoridad de las Fuentes
Fluviales de Puerto Rico, Servicio de Riego del Valle de Lajas; por el-----
ESTE, con terrenos de la Guánica Central antes, hoy con terrenos segrega-
dos de esta finca y vendidos a Dolores Martínez, ahora pertenecientes a---
Miguel Cappa, y por el OESTE, con un camino vecinal que conduce a la---
Carretera de Yauco que separa terrenos de José Claudio antes, hoy de-----
Judith Lacroix viuda de Negroni y terrenos de Luis Quiñones antes, hoy de-
Ernesto Claudio. Se halla dividida en dirección de Norte a Sur por una---
franja de terreno por la cual discurre un canal de riego de la de la Autoridad
de las Fuentes Fluviales de Puerto Rico, Servicio de Riego del Valle de-----
Lajas que fue segregado de esta finca y a virtud de dicha segregación a---
favor de la Autoridad de las Fuentes Fluviales de Puerto Rico, el área de---
esta finca consignada precedentemente está integrada por dos parcelas-----
totalmente segregadas.-----

-----Inscrita al folio Cuarenta y Siete vuelto (47 vto.), del tomo Treinta y---
Uno (31) de Sabana Grande, Finca Número Quinientos Noventa y Ocho---
(598), Inscripción Catorce (14).-----



Adquirió el prestatario las descritas fincas por compra la finca A, una mitad---
Borrower acquire the describe property by purchase the farm A, one half---

a Don Edwin Antommattei Frontera y Doña Doris Virginia Torres Pagán,---
Mr. Edwin Antommattei Frontera and Mrs. Doris Virginia Torres Pagán,

según consta de la Escritura Número Diez (10), de fecha Marzo Veintisiete
pursuant to Deed Number Ten (10), dated March Twenty Seven---

(27), mil novecientos ochenta y siete (1987), otorgada en la ciudad de---
(27), nineteen hundred and eighty seven (1987), executed in the city of---

Yauco, Puerto Rico, ante el Notario Carlos M. Franco Soto---
Yauco, Puerto Rico, before Notary Carlos M. Franco Soto---

y la otra mitad, por División de Herencia, según consta de la Escritura---
and the other half, by Heritage Division, pursuant to the Deed---

Número Cuarenta y Tres (43), de fecha Noviembre Nueve (9),---
Number Forty Three (43), dated November Nine (9),---

mil novecientos noventa y cinco (1995), otorgada en la ciudad de Yauco,---
nineteen hundred and ninety five (1995), executed in the city of Yauco,---

Puerto Rico, ante el Notario Rafael Toro Cubergé; y la finca B,---
Puerto Rico, before the Notary Rafael Toro Cubergé and the farm B,---

por donación, según consta de la Escritura Número Ciento Seis (106),---
by donation, pursuant to Deed Number One Hundred Six (106),---

de fecha Diciembre Dieciocho (18), mil novecientos noventa y ocho---
dated December Eighteen (18), nineteen hundred and ninety eight---

(1998), otorgada en la ciudad de Yauco, Puerto Rico, ante el Notario---
(1998), executed in the city of Yauco, Puerto Rico, before Notary---

Ignacio Pintado Pintado.---
Ignacio Pintado Pintado.---

Dichas propiedades se encuentran sujetas a las cargas que aparecen en el---
Said properties are liable at the burden that appeared in the---

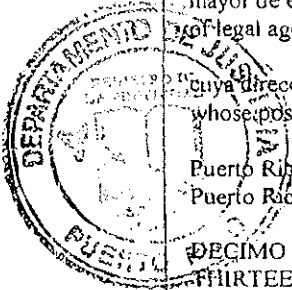
Registro de la Propiedad de Puerto Rico, Sección de Ponce II y---
Register of the Property of Puerto Rico, Section of Ponce II and---

San Germán.---
San Germán.---

DUODECIMO: Que comparece en la presente escritura como Deudor---
TWELFTH: The party appearing in the present deed as Mortgagor---

Hipotecario DON BERNARDO TORRES VELEZ, mejor conocido por---
MR. BERNARDO TORRES VELEZ, better known by---

DON BERNARDO TORRES AGUILO, Número de Seguro Social [REDACTED]---
MR. BERNARDO TORRES AGUILO, Social Security Number [REDACTED]---



[REDACTED]
[REDACTED]
mayor de edad, soltero, propietario y vecino de Yauco, Puerto Rico;-----

of legal age, single, proprietor and neighbor of Yauco, Puerto Rico;-----

cuya dirección postal es: Apartado Seiscientos Dieciseis (616), Yauco,-----

whose postal address is: P. O. Box Six Hundred Sixteen (616), Yauco,-----

Puerto Rico.-----

Puerto Rico.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó---
THIRTEENTH: The proceeds of the loan herein guaranteed was used or---

será usado-----

will be used-----

a FmHA 1927-1(S) PR
6-93)

para fines agrícolas y la construcción y/o reparación y mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizada y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

venimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).
representatives, in favor of mortgagee (Farmers Home Administration)

cualquiera derecho de Hogar Seguro (Homestead) que en el presente o en el futuro
any Homestead right (Homestead) that presently is in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1961)-
L.P.R.A. 1961).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTEENTH: Mortgagor and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
 funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
 of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
 EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
 and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
 days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
 beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
 notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
 NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
 on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
 consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
 or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
 local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
 these types of loans.

VIGESIMO: Este Instrumento garantiza asimismo el rescate o recuperación de
 TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
 any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
 Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) -
 U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

-----En el párrafo DECIMO TERCERO se indica que el-----
 -----In the paragraph THIRTEENTH is said the-----

préstamo aquí consignado se usó ó será usado para-----
 loan herein guaranteed was used or will be used for-----

agrícolas; pero específicamente será usado para la-----
 agricultural purposes; but specifically will be used---

rehabilitación de la finca por pérdidas causadas por---
 for the farm rehabilitation because for the loses-----

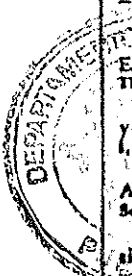
la sequía, ya que es un Préstamo de-----
 cause of the drines, do to the fact it is an-----

Emergencia Designación de Emergencia M guión Tres Mil--
 Emergency Loan-Emergency Designation M dash Three-----

Ciento Treinta (M-3130).-----
 Thousand One Hundred Thirty (M-3130).-----

4

Foja 1927-1(S) PR
6-93)



-----ACEPTACION-----
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed-----

Incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----

FIRMADO BERNARDO TORRES AGUILO.-----

Firmado, Signado, Sellado y Rubricado: IGNACIO PINTADO PINTADO.-----

Exenta del pago de los derechos de Rentas Internas Tiene adherido y cancelado--
el correspondiente Sello del Impuesto Notarial del Colegio de Abogados de-----
Puerto Rico.-----

CERTIFICO que es copia fiel y exacta de--
su original obrante en mi Protocolo de-----
Instrumentos Públicos del corriente año al
que me remito. Y a petición de-----
Don Bernardo Torres Aguiló, expido una--
copia de la presente escritura, la cual-----
consta de Diecisiete (17) folios, dejando--
anotada dicha expedición en el día de hoy,
Diez (10) de Mayo de mil novecientos-----
noventa y nueve (1999).-----

Ignacio Pintado Pintado

4498133

TITLE SEARCH

EXHIBIT

3

CLIENT: BERNARDO TORRES AGUILÓ

REF: 1521.149

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 4,321, recorded at page 23 of volume 410 of Yauco, Registry of the Property of Puerto Rico, section II of Ponce.

DESCRIPTION: (As it is recorded in the Spanish language)

RUSTICA: Predio de terreno compuesto de ochenta y uno punto trescientos ochenta y ocho cuerdas (81.388 cds.), equivalentes a treinta y una (31) hectáreas, noventa y ocho (98) áreas y ochenta y siete (87) centiáreas, sita en el barrio Rancheras del término municipal de Yauco, Puerto Rico, en lindes por el **NORTE**, con Pascasio Lugo y Miguel Angel Lugo y con el Río Grande de Yauco, que separa terrenos de José Joy; por el **SUR**, con la Parcela número Dos (2) de Gregorio García y con una quebrada que separa terrenos de Providencia Ramos Cintrón y terrenos de Angel Ruíz; por el **ESTE**, con terrenos de Gregorio García y con una quebrada que separa terrenos de Providencia Ramos Cintrón y terrenos de Angel Ruíz; y por el **OESTE**, con terrenos de Domingo Pacheco, Juana Rodríguez, Abelardo Millán, José Muñoz y una quebrada que separa terrenos de Pascasio Lugo.

Esta finca está cruzada por un camino público cuya área ha sido descontada del área general. Contiene y le es anexa una casa de vivienda de hormigón y bloques de cemento, techada de zinc con medio balcón al frente. Mide veintidós pies de frente por veintiocho pies de fondo.

ORIGIN:

It is segregated from properties number 3,960 and 3,957, recorded at pages 155 and 235, volumes 113 and 107 of Yauco, respectively.

TITLE:

This property is registered in favor of BERNARDO TORRES AGUILÓ a/k/a BERNARDO TORRES VÉLEZ, single, who acquired it by adjudication in payment of inheritance, value of \$45,000.00, pursuant to deed #43, executed in Yauco, Puerto Rico, on November 9, 1995, before Notary Public Rafael Toro Cubergé; clarified by deed #38, executed in Yauco, Puerto Rico, on July 3, 1998, before same Notary Public, recorded at page 8 of volume 409 of Yauco, property number 4,321, 13th inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Bernardo Torres Aguiló a/k/a Bernardo Torres Vélez, single, in favor of United States of America, in the original principal amount of \$300,000.00, with 3.75% annual interests, due on 15 years, constituted by deed #48, executed in Yauco, Puerto Rico, on May 10, 1999, before Notary Public Ignacio Pintado Pintado, recorded at page 23 of volume 410 of Yauco, property number 4,321, 14th and last inscription.

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748.1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

PAGE #2
PROPERTY #4,321

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to March 8, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

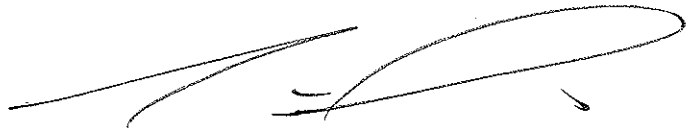
mcr/mv
mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on March 8, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 15 day of march of 2019.



Elías Díaz Bermúdez

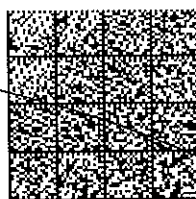
AFFIDAVIT NUMBER 3437.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 15 day of March of 2019.

RECIBO
18-A1006294

Sello



9397
03/13/2019
\$5.00

Sello de Asistencia Legal
80093-2019-0313-27783057


NOTARY PUBLIC

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Ave.,
654 Plaza Bldg. Suite 829,
San Juan, PR 00918

Borrower: **Torres Aguilo, Bernardo**

Agency Claim No.: **63-016-0693**

Certification of Indebtedness

I, Liha Sánchez, of legal age, married, a resident of Mayaguez, Puerto Rico, in my official capacity as Farm Loan Program Support Specialist of the Farm Service Agency (FSA), United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness as of 03/04/2019 is as shown in the following Statement of Account, according to information obtained from all available records at the USDA - Farm Service Agency:

Statement of Account

Loan Number	43-02
Type of Loan	Emergency Loan (EM)
Date of Loan	05/10/1999
Original Loan Amount	\$300,000.00
Interest Rate	3.75%
Daily Interest Accrual	\$30.8219
Principal Balance	\$300,000.00
Unpaid Interest	\$221,009.93
Miscellaneous Charges:	\$0.00
Total Balance	\$521,009.93
Amount Delinquent	\$521,009.93
Years Delinquent	Fully Mature

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

A handwritten signature in cursive script, appearing to read "Liha Sánchez".

Liha Sánchez
FLP Support Specialist
03/04/2019

Department of Defense Manpower Data Center

Results as of : Mar-06-2019 02:22:01 PM

SCRA 4.10



Status Report Pursuant to Servicemembers Civil Relief Act



SSN: XXX-XX-0693
 Birth Date:
 Last Name: TORRES AGUILO
 First Name: BERNARDO
 Middle Name:
 Status As Of: Mar-06-2019
 Certificate ID: 8H6J1QS5N58C9RW

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Department of Defense Manpower Data Center

Results as of : Mar-06-2019 02:22:50 PM

SCRA 4.10



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-0693
 Birth Date:
 Last Name: TORRES VELEZ
 First Name: BERNARDO
 Middle Name:
 Status As Of: Mar-06-2019
 Certificate ID: XBZNSKWG0BSTWKN

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

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DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

Plaintiff(s)

v.

BERNARDO TORRES AGUILO a/k/a BERNARDO TORRES VELEZ

Defendant(s)

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

BERNARDO TORRES AGUILO a/k/a BERNARDO TORRES VELEZ

St. Rd. 371, St. Rd. 3332, Km. 5.3, Rancheras Wd., Susua Wd., Yauco-Sabana Grande, P.R. 00698

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
 _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: United States Department of Agriculture-Farm Service Agency

Defendant: Bernardo Torres Aguiló t/c/c Bernardo Torres Vélez

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States Department of Agriculture (Farm Service Agency)

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Fortuño & Fortuño Fas, CSP

Juan Carlos Fortuño Fas

PO Box 9300, San Juan, PR 00908 ; (787)751-5290

DEFENDANTS

Bernardo Torres Aguiló t/c/c

Bernardo Torres Vélez

County of Residence of First Listed Defendant Yauco

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)☒ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☐ 4 Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Death <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Consolidated Farm & Development Act, 7 USC 1921, et seq. and 28 USC 1345

Brief description of cause:

Foreclosure of Mortgage

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
858,040.20CHECK YES only if demanded in complaint.
JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

15-03-2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING JFP

JUDGE

MAG. JUDGE